

ALAMEDA COUNTY SUPERIOR COURT
APPLICATION FOR APPOINTMENT TO ADR PANELS
including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration

1. APPLICANT:

Applicant's Name: Carol A. Atkinson
Firm Name: Law Offices of Carol A. Atkinson
Address: 19244 Almond Road
City/State/Zip: Castro Valley, CA 94546
Telephone: (510) 581 2140
Email: silvaatkinson@comcast.net
Fax: ()

2. PANEL REQUEST: *(All applicants are requested to serve as Judicial Arbitrators)*

Check each panel for which you are applying:

☒ Judicial Arbitration ☒ Mediation ☐ Neutral Evaluation ☒ Private Arbitration

3. EDUCATION:

Dates (from-to)	College/University/Law School	Degree Obtained
1965-1968	University of San Francisco	B.A.
1970-1973	University of San Francisco School of Law	J.D.

4. LEGAL EXPERIENCE: State Bar No. #56479 Date Admitted: 1973

A. Are you a member in good standing of the State Bar of California? ☒ Yes ☐ No

B. Are you a retired judicial officer? ☐ Yes ☒ No

Please describe when/where you last served as a judicial officer:

C. Are you actively engaged in the practice of law at this time? ☒ Yes ☐ No

If not, are you retired from practice? Date retired:

If your license is presently inactive, please explain:

D. Are you currently active in litigation practice? ☒ Yes ☐ No

Approximately what percentage of your practice involves litigation? 80 %

E. If your practice includes personal injury litigation, approximately what percentage of your practice involves the representation of: plaintiffs 5 %; of defendants 95 %?

F. How many of the following have you personally handled as attorney of record in the past five years? Jury Trials 4; Court Trials 6; Mediations 12; Arbitrations 15;

G. Describe any legal publications or teaching you have done:

Taught (1) Legal Research and Writing (2) Appellate Advocacy
John F. Kennedy School of Law; Lecturer on Deposition Techniques at Litigation Seminar

5. ADR TRAINING and EXPERIENCE

Course Title	Sponsoring Organization	Hours of Credit	Dates
Arbitration Workshop	Bar Assn of S.F.	_____	1979
Mediation Training	U.S. Arb. Service Inc.	_____	1986, 1987
Alternative Dispute Resolution,	Travelers Inc.	_____	1991

A. Number of years experience as: mediator 15; arbitrator 15; neutral evaluator _____;

B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: Arbitrator for S.F. Superior Court _____

C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided: _____

D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.

1. Personal Inj. (Assault); 5-2002; arbitration; sole provider _____;

2. Personal Inj. (Auto); 6-2002; arbitration; sole provider _____;

3. Personal Inj. (Auto); 3-2004; mediation; sole provider _____;

4. Personal Inj. (Auto); 4-2004; mediation; sole provider _____;

5. Personal Inj. (Premises); 7-2004; mediation; sole provider _____;

E. Is your ADR style best described as ☒ facilitative or _____ evaluative/directive?

F. Describe any ADR related publications or training you have done: _____

G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions.

Attach a copy of your fee agreement. (Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).

☐ See Attached _____

6. AVAILABILITY/SPECIAL REQUIREMENTS

A. List any languages, other than English, in which you are able to conduct ADR proceedings:

B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess:

C. You are available to conduct ADR conferences: _____ in your office; ☒ at counsel's office; _____ other (please describe: _____)

D. You are available to conduct ADR proceedings: ☒ during regular office hours; _____ evenings by appointment; _____ weekends by prior arrangement;

E. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc.: _____

7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area:

Case Type Accepted	% of Practice	Judicial Arb.	Mediation	Neutral Eval.	Private Arb.
Bankruptcy					
Business/Corp.					
Civil Rights					
Collections					
Construction		✓	✓		✓
Contracts					
Elder law/abuse					
Employment					
-Discrimination					
-Harassment					
-Termination					
Environmental					
Fraud					
False Imprison.					
Family Law					
HO Ass'n					
Insurance Cov.					
Intellect. Property					
Landlord-Tenant					
Legal Malpractice					
Maritime					
Med Malpractice					
Partnership					
P.I. – Auto	25	✓	✓		✓
P.I. – Other	12	✓	✓		✓
Premises Liability	12	✓	✓		✓
Probate/Trust					
Product Liab.		✓			✓
Real Property					
Securities					
Tax					
Toxic Torts	25	✓	✓		✓
Wrongful Death	25	✓	✓		✓
Other:					

AGREEMENT TO MEDIATE

It is hereby agreed that in the matter of _____,
civil case # _____, now pending before the Court, a Mediation may be
conducted on _____, 2004 beginning at 10:00 am in the offices of

The undersigned as attorneys or representatives of the parties or parties
unrepresented by counsel have authority to enter into this agreement and
hereby agree to participate in good faith towards achieving a voluntary resolution
of this matter.

It is agreed that CAROL A. ATKINSON will act as the mediator.

It is agreed that this Mediation is a voluntary settlement negotiation; and, that
the Mediator is not empowered to come to any binding decision on any issue in
dispute between the parties, nor can the Mediator enforce any settlement on any
party.

It is agreed that CAROL A. ATKINSON will be compensated for services as
Mediator at a rate of \$175.00 per hour; and, that such fee shall be split equally
between plaintiff and defendants to this Mediation.

It is agreed that each party or representative of such party shall be prepared at
the Mediation to act with full authority to resolve this matter.

It is agreed that the Mediator may hold sessions with counsel or the
representative of one party; and, that any information gained during such
session is confidential and will not be disclosed to any other counsel or party
representative without the permission of the party from whom such information
was derived.

It is agreed that in no event can the Mediator be called as a witness in any
proceeding relating to the Mediation or any portion of the Mediator's work
related thereto, including that the Mediator cannot be compelled to produce any
records, notes or work product related to this Mediation.

It is agreed that the Mediation sessions are settlement negotiations and that
these negotiations are inadmissible in any litigation or arbitration of this dispute.

Dated: _____

Plaintiff

Dated: _____

Counsel for Plaintiff

Dated: _____

Defendant or Defendant's
Representative

Dated: _____

Counsel for Defendants